



WASTE TRANSPORTATION AND DISPOSAL SERVICES TERMS AND CONDITIONS

1. The Agreement between US Ecology and/or its affiliated companies (hereinafter "USE") and the Transportation and Disposal Company shall be governed by the following Transportation and Disposal Services Terms and Conditions and USE's Purchase Order. The Transportation and Disposal Company may use its standard forms (such as acknowledgements of orders, invoices, and weight tickets) to administer its dealings under this Agreement for convenience purposes but all provisions thereof in conflict with these terms and conditions shall be deemed stricken.

Definitions. The following definitions shall apply for purposes of this Agreement:

USE refers that entity, being EQ The Environmental Quality Company d/b/a US Ecology or any of its affiliates, executing a blanket purchase order or purchase order pursuant to these terms and conditions and thereby requesting the services of Waste Transportation and Disposal Facility.

"Waste Materials" refers to (a) solid, liquid, semi-solid or contained gaseous materials which may have certain physical, chemical, biological or hazardous constituents, characteristics, and properties and (b) containers or packages holding waste material(s).

"Waste Materials Transportation Services" refers to transporting of Waste Materials, including all acts required to be performed by Transportation and Disposal Company to fulfill its obligations under this Agreement.

"Delivered Waste" shall mean all waste which are transported, delivered, or tendered to the Transportation and Disposal Company by USE.

"Non-Conforming Waste" shall mean waste that (a) are not in accordance in all material respects with the warranties, descriptions, specifications or limitations stated in the Waste Characterization Report and this Agreement; (b) have constituents or components of a type or concentration not specifically identified in the Waste Characterization Report (i) which increase the nature or extent of the hazard and risk undertaken by the Transportation and Disposal Company in treating and/or disposing of the waste, or (ii) for whose treatment and/or disposal a Waste Management Facility is not designed or permitted, or (iii) which increase the cost of treatment and/or disposal of waste beyond that specified in the Transportation and Disposal Company's quote; or (c) are not properly packaged, labeled, described, or placarded, or otherwise not in compliance with United States Department of Transportation and United States Environmental Protection Agency regulations.

2. Non-Conforming Wastes. In the event that within 24 hours of Waste Disposal Facilities receipt of any Delivered Waste, Transportation and Disposal Company discovers such Delivered Waste is Non-Conforming Waste, the Transportation and Disposal Company may reject or revoke its acceptance of the Non-Conforming Waste. USE shall have a minimum of ten (10) days to direct an alternative lawful manner of disposition of the waste, unless it is necessary by reason of law or otherwise to move the Non-Conforming Waste prior to expiration of the ten (10) day period. If USE does not direct an alternative disposal, at its option, the Transportation and Disposal Company may take reasonable measures, at USE's expense, to make such arrangements. At its option, Transportation and Disposal Company may propose in writing to provide for disposal of such Non-conforming Waste in accordance with this Agreement on such terms as are mutually acceptable. If USE accepts Transportation and Disposal Company's proposal, the parties agree that any increased fee will apply immediately, and title to the Waste Material shall have vested in Transportation and Disposal Company as of the Date of initial delivery to, or possession by, Transportation and Disposal Company. If USE does not accept the Transportation and Disposal Company's proposal, the parties mutually agree to negotiate in good faith over how to dispose of the Non-conforming Waste.

Plotting Waste. Transportation and Disposal Company shall be responsible for plotting the location of all special waste, hazardous waste, and non-hazardous waste received by USE, on a daily basis, to ensure that the specific location of Non-conforming waste can be readily determined and thereby minimize the expense of excavation and removal of Non-Conforming Wastes.

3. Waste Materials Transportation Services. Transportation and Disposal Company agrees that it will deliver, pursuant to the terms of this Agreement, the Waste Materials set forth in manifest(s) or other similar document(s) from time to time to designated locations.

Transportation and Disposal Company agrees to transport the Waste Materials in a manner that is lawful and which will not create a risk of harm to public health and the environment. Transportation and Disposal Company agrees to provide labor and equipment necessary to transport the Waste Materials in accordance with this Agreement. Transportation and Disposal Company warrants that it has all federal, state and local permits and licenses required to perform the work contracted herein.

Transportation and Disposal Company agrees to furnish all motor vehicles, and equipment, necessary to perform the Waste Materials Transportation Services required. Transportation and Disposal Company shall properly maintain such motor vehicles and equipment, in compliance with federal, state, and local laws and regulations.

Transportation and Disposal Company agrees to furnish all personnel necessary to perform the Transportation and Disposal Services required. Transportation and Disposal Company has exclusive control and direction of the personnel engaged in providing this service. Transportation and Disposal Company assumes full and exclusive responsibility for the payment of all premiums, contributions, and payroll taxes required by federal, state or local laws or regulations as to all personnel engaged in the performance of the services rendered hereunder and shall comply with all applicable federal, state, and local laws and regulations.

4. Delivery of Services. Transportation and Disposal Company shall perform the Services in accordance with the schedules set forth with the USE's Logistics Department staff or other indicated USE staff. Upon the occurrence of an event causing a delay in the performance of the Services, the Transportation and Disposal Company shall promptly notify USE of the delay; what actions will be taken to minimize delay; state the anticipated length of the delay and the effect on the performance of the services.

5. Compliance with Laws. USE shall comply with all applicable Federal, State and local environmental statutes, regulations, and other governmental requirements, as well as directives issued in writing by the Transportation and Disposal Company from time to time, governing the transportation, treatment and/or disposal of Acceptable Wastes, including, but not limited to, all packaging, manifesting, containerization, placarding and labeling requirements for which USE is responsible under such environmental laws.

6. Updating Information. If USE receives information that Delivered Waste or other hazardous waste described in the Waste Characterization Report, or some component of such waste, presents or may present a hazard or risk to persons, property or the environment which was not disclosed to the Transportation and Disposal Company, USE shall promptly report such information to the Transportation and Disposal Company in writing.

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7. Title to Wastes. Title to all Delivered Waste shall vest in Transportation and Disposal Company as of the time such Delivered Wastes were tendered to Transportation and Disposal Company. A justified written revocation of acceptance shall revert title in generator as of the time of USE's receipt of a justified revocation of acceptance.

8. Permits. Transportation and Disposal Company warrants that it has, as of the date of execution of this Agreement, all permits, licenses, certificates and approvals required by valid and applicable Environmental Requirements in the jurisdiction in which the Transportation and Disposal Company is located, necessary to allow Transportation and Disposal Company to accept for transportation, treatment and/or disposal of the Acceptable Wastes. Transportation and Disposal Company shall provide USE with reasonable advance notice if any such permit, license, certificate or approval is to expire and not be renewed while performing obligations under this Agreement, or becomes the subject of judicial or administrative action seeking revocation or suspension.

Interruption of Services. Advance written notice shall be provided to USE for the Waste Disposal Facilities maintenance outages or shutdowns that affect the treatment, storage and/or disposal services defined in this Agreement.

9. Payment. Transportation and Disposal Company invoice(s) shall be submitted to USE for payment within 30 days of the date of service and terms are net cash, payable within **45** days from USE's satisfactory receipt of invoice(s). Invoice(s) shall be sent directly to USE Accounts Payable listed on the Purchase Order. Transportation and Disposal Company invoice(s) shall show the applicable USE purchase order number. Invoice(s) received without a valid USE purchase order number shall be returned to the Transportation and Disposal Company unpaid. Transportation and Disposal Company shall contact USE's Accounts Payable department if invoice is delayed or if payment is not received within the terms agreed upon. Invoices received after 45 days may result in non-payment if USE is not notified of delay.

Transportation and Disposal Company shall accompany invoice with copies of completed and executed documents relating to all Waste Materials received for the period covered by the invoice. These documents shall include manifests, trip tickets, shipping papers, and any other documents required by applicable federal, state and local laws, rules, regulations, permits and licenses.

10. Compensation. USE agrees to pay Transportation and Disposal Company for services performed, in accordance with rates listed on the Purchase Order or any other contractual agreement specifically cited on the USE Purchase Order.

Surcharges. If any surcharge shall apply, Transportation and Disposal Company must disclose the surcharge rate in a written quote or proposal submitted to USE. The surcharges must be itemized on the invoice. USE will not pay any surcharge that has not been disclosed in accordance with this provision.

Fuel Surcharge. Transportation and Disposal Companies who impose a fuel surcharge when the national diesel fuel price rises above \$1.15 per gallon, must disclose the fuel surcharge rate in the form of a percentage in a written quote or proposal submitted to USE. The fuel surcharge shall not exceed the amount necessary to compensate the payer of fuel for the amount of increase in the price of fuel in accordance with the weekly rates on the National U.S. Average On Highway Diesel Fuel Prices reported on the U.S. Department of Energy website. The fuel surcharge must be itemized on the freight bill or invoice. USE will not pay any fuel surcharge that does not comply with this provision.

Price Increase Notice. Transportation and Disposal Company shall provide USE a (60) sixty day written notice of any price increase in fuel surcharges, transportation, disposal, energy surcharges, local, state or federal taxes and fees. USE has the option to accept or reject the price increase or exercise a negotiation option with Transportation and Disposal Company.

11. Claims. USE shall have the right to offset the amount of any claim for loss, damage, overcharge, or duplicate payments from charges which are otherwise due the Transportation and Disposal Company. The parties mutually agree to negotiate any disputed claim in good faith.

12. Dispute Resolution. The parties agree to conduct good-faith negotiations over disputes relating to this Agreement, and during the course of those negotiations the Transportation and Disposal Company shall continue to perform those services, which are not in dispute. The parties further agree that any dispute arising under or relating to this Agreement, which the parties are unable to resolve within thirty (30) days by good faith negotiations, may, upon mutual agreement, be submitted to arbitration under the Commercial Arbitration Rules of the American Arbitration Association (AAA) or the International Centre for Dispute Resolution (ICDR). The parties further agree that, if arbitrations invoked as provided for herein, the dispute shall be submitted to an arbitrator selected from the panels of arbitrators of the AAA or ICDR experienced in the matter(s) which are the subject of the dispute. If arbitration is invoked as provided for herein, the parties further agree that they will faithfully observe this Agreement and all applicable rules of the AAA or ICDR. If the arbitration procedures are not invoked, than mediation will be pursued. The mediator shall be a neutral third person acceptable to both parties.

13. Indemnification. Transportation and Disposal Company shall indemnify, defend, and hold harmless USE, its parent, subsidiaries and affiliates, and its respective present or future officers, directors, shareholders, employees and agents from and against any and all losses, damages, liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses (including, but not limited to, reasonable costs of defense, settlement, and reasonable attorneys' fees) (collectively, the "Losses"), which may be asserted against any or all of them by any person or any governmental agency, or which any or all of them may hereafter suffer, incur, be responsible for or pay out, as a result of or in connection with bodily injuries (including, but not limited to, death, sickness, disease and emotional or mental distress) to any person (including Transportation and Disposal Company's employees), damage (including, but not limited to, loss of use) to any property (public or private), or any requirements to conduct or incur expense for investigative, removal or remedial expenses in connection with contamination of or adverse effects on the environment, or any violation or alleged violation of any statutes, ordinances, orders, rules or regulations of any governmental entity or agency, caused by or arising out of (i) Transportation and Disposal Company's breach of any term, provision, representation or warranty in this Agreement, or (ii) any willful or negligent act or omission of Transportation and Disposal Company, its employees or agents in connection with the performance of this Agreement. The obligations in this Section [15] shall survive termination of this Agreement.

14. Professional Standards. The Transportation and Disposal Company is providing professional services to USE, and in accordance therewith, the Transportation and Disposal Company represents to USE that: the Transportation and Disposal Company is experienced in and thoroughly familiar with all aspects of the Waste Materials Disposal services and the Waste Materials Transportation services required and is properly qualified as applicable and is equipped, organized, and financially able to perform the services; the Transportation and Disposal Company is experienced in and thoroughly familiar with the type of problems and hazards typically encountered in conducting the cited services; The Transportation and Disposal Company will perform all services in a timely, professional and workmanlike manner consistent with the level of care and skill ordinarily exercised by members of the profession; and Transportation and Disposal Company will perform all services safely and shall comply with all applicable federal, state and local laws, ordinances, and regulations.

15. Training Requirements. Transportation and Disposal Company and/or its subcontractors shall furnish current certification and/or other documentation for Transporter/subcontractor personnel as required by USE as proof of having received the below described training:

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A. Hazardous Waste Personnel:

29 CFR 1910.120 for Hazardous Waste Operations: the type of site where the services are performed shall govern the required amount of training. For an uncontrolled site, as defined per 29 CFR 1910.120.

(40) Hours of training will be required. Otherwise, twenty-four (24) hours of training will be required of all personnel as described above.

D.O.T.: Hazardous Materials Transportation training described in D.O.T. regulations (General Awareness Training, Hazardous Material Shipping Training, Hazardous Waste Transport Training, Truck Driving Training, and Chemical Safety Training (including Emergency Response, Spill Control and Personal Protective Equipment Training).

B. Non-Hazardous Waste Personnel:

D.O.T.: Truck Driving Training including Emergency Response, Spill Control and Personal Protective Equipment Training. Transporter or their sub-contractor must comply with all applicable requirements of 49 CFR, including but not limited to PART 382, PART 383.110, PART 383.113 and PART 391 Driver's Qualifications. Transporter or their sub-contractor must participate in the SafeStat (short for Motor Carrier Safety Status Measurement System) (www.ai.fmcsa.dot.gov) program sponsored and run by the Federal Motor Carrier Safety Administration (FMCSA) and be rated at or below the national average.

C. Both Hazardous and Non-Hazardous Waste Personnel:

All personnel, as described in this Section, shall hold a commercial drivers license with proper endorsements.

Other Applicable Training: All personnel, as described above in this Section, shall become familiar with USE's health and safety plan for each controlled site; controlled as defined per 29 CFR 1910.120, and uncontrolled site. Otherwise, the Transporter shall provide a health and safety plan for its services.

Personal Protection Equipment: Transporter shall provide all personnel, as described above in this Section, the appropriate personal protection equipment to perform services.

16. Independent Waste Management Facilities and Transporters. It is expressly understood that the Transportation and Disposal Company is an independent agent and that neither the Transportation and Disposal Company nor its employees or subcontractors are agents, employees or representatives of USE. USE shall not be held as a party to any subcontract entered into by the Transportation and Disposal Company to perform the services. The Transportation and Disposal Company shall have sole responsibility and control in implementing the services, and shall be liable for the acts and omissions of its subcontractors.

17. Shipping Documents. The Transportation and Disposal Company shall comply with all requirements imposed upon it by such federal, state, or local statutes, ordinances, orders, rules, or regulations in connection with the transport and disposal of Waste Materials. Upon acceptance of Waste Materials, Transportation and Disposal Company shall review, sign and execute documents according to the laws set forth by local, state and federal agencies. USE expressly disclaims any warranty of or responsibility for the accuracy of any representation contained on any waste characterization profile or manifest. These duties shall include, but not be limited to, proper classifications, descriptions, packaging, marking, labeling and placarding required by federal, state or local statutes, ordinances, rules or regulations.

18. Retention of Records. The Transportation and Disposal Company shall maintain records relating to the services performed after completion of the services for the terms imposed by federal, state, or local statutes, ordinances, orders, rules and regulations. Records include any documents generated by or furnished to the Transportation and Disposal Company under this Agreement, as well as any manifests, shipping papers, or other similar materials provided to the Transportation and Disposal Company or any subcontractor. In addition, Transportation and Disposal Company shall maintain service logs, hourly logs, vehicle inspection and maintenance reports or other records required by law or regulation of the U.S. Department of Transportation.

19. Inspection/Record Keeping. Each party hereto shall have the right to inspect copies of the other's written licenses, permits and approvals issued by any governmental or regulatory entity or agency which are applicable to the performance of this Agreement. Transportation and Disposal Company and USE shall keep adequate books, records and other documentation consistent with applicable regulatory requirements and all environmental requirements pertaining to transportation, treatment and disposal of waste materials, including, but not limited to, invoices, vouchers, analytical results and manifests for the periods required under such applicable laws and regulations.

20. Loading and Off-Loading. Transportation and Disposal Company shall have sufficient equipment and personnel for loading and off-loading within a reasonable time after notification from USE. Transportation and Disposal Company shall supervise and inspect the loading in compliance with all local, state, and federal laws and shall hold USE harmless from any and all claims as a result of loading Transportation and Disposal Company's vehicle in violation of said laws.

21. Blanket Purchase Orders for Services. Each specific Blanket Purchase Order issued under this Agreement shall be governed by this Agreement.

22. Confidentiality: Non-Disclosure.

Proprietary Information. Transportation and Disposal Company and USE agree not to use or disclose any information which the other party has advised them that it considers to be confidential, proprietary or trade secret, including financial, business and technical information and future plans. Each party agrees that in the event that it tours or gains access to the other's site(s), it shall hold in confidence anything that it observes, or any notes or reports it may prepare in connection therewith.

Survival of Obligations. The obligations of this Section shall survive the termination or cancellation of this Agreement. The obligations of confidentiality do not apply to information that (i) is or becomes part of the public domain, (ii) is lawfully in the possession of the party at the time the information was acquired hereunder, or (iii) is required to be disclosed under law.

23. Insurance. The Transportation and Disposal Company shall maintain insurance coverage in the forms and in at least the amounts specified below during the term of this Agreement and until two (2) years after the completion of the services to be performed hereunder:

Transportation and Disposal Company Insurance Minimum Coverage Requirements

Workman's Compensation	Statutory Limits
Employers Liability	
Each Accident	\$1,000,000
Disease - Ea. Employee	\$1,000,000

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Disease – Policy Limit	\$500,000
Commercial General Liability	
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000
Automobile Liability	
Each Occurrence	\$5,000,000
Pollution Liability	
Each Occurrence	\$5,000,000

Transportation and Disposal Company's Commercial General Liability and Automobile Liability shall name US Ecology and its affiliated companies, Attn: Purchasing Department, 17440 College Parkway Ste. 300, Livonia, MI 48152 as an additional insured certificate holder. All policies are primary and non-contributory as regards to Transportation and Disposal Company's negligence in performing its scope of work. A Waiver of Subrogation applies on all of the policies in favor of US Ecology and affiliated companies. The above insurance limits are minimum requirements and do not constitute limits on the Waste Facility's liability. Transportation and Disposal Company shall write all insurances with an AM Best rating of "A" or higher. Such certificates shall require that the policies shall not be canceled or reduced in coverage until thirty (30) days written notice of such cancellation or the Transportation and Disposal Company and USE have received reduction.

In addition to the insurance requirements, Transportation and Disposal Company shall not commence work under this Agreement until certified copies of required insurance have been submitted and accepted by US Ecology and affiliated companies. USE's acceptance of insurance submitted by the Transportation and Disposal Company does not relieve or decrease in any manner the liability of the Transportation and Disposal Company for performance of services under this Agreement.

Transportation and Disposal Company shall include all subcontractors, independent contractors, and agents as insured's under its policies or shall furnish separate certificates or endorsements for each. All coverage's furnished for subcontractors, independent contractors and agents shall be subject to the requirements stated herein.

24. Notices. Any notice, communication or statement required or permitted to be given hereunder shall be in writing and shall be deemed to have been sufficiently given when sent by US, registered or certified mail, postage prepaid, return receipt requested, electronic communication, or by Federal Express or other similar overnight courier, to the address of the respective party at the address stated on the Purchase Order.

Transportation and Disposal Company shall immediately notify USE of receipt of any citation, notice or other writing by or from any governmental authority or any third party relating to the Waste Material and/or the condition thereof not being in compliance with any applicable law.

25. Emergency Release Notification. In the event of a transportation or disposal-related release of hazardous materials, the Transportation and Disposal Company shall satisfy the immediate D.O.T.'s discharge reporting requirements as well as notification of local police and fire departments and notify USE within 24 hours of the release. A transportation or disposal-related release includes a release, accidental spill or discharge (or threat of same) of a hazardous material (as such term as defined under any federal, state or local law) during disposal, or storage incident to disposal if the stored substance is moving under active shipping papers and has reached the ultimate consignee.

26. Release Resolution Responsibility. The Transportation and Disposal Company shall bear responsibility for containment and disposition of the transportation or disposal-related release in accordance with governing rules and regulations. The Transportation and Disposal Company shall provide a written report of the release event and the manner in which it was resolved to USE within 5 days of the release.

27. Force Majeure. Any event relied upon by the Transportation and Disposal Company as justification for delay in or excuse from complying with any obligation required of the Transportation and Disposal Company under this Agreement, including, without limitation: (i) an act of God, landslide, lightning, earthquake, fire explosion, storm, flood or similar occurrence; (ii) any act of any federal, state, county or local court, administrative agency or governmental office or body that stays, invalidates, or otherwise affects this Agreement, the operation of, or any permits or licenses associated with or related to, the Transportation and Disposal Company with respect to the acceptance and/or disposal of Waste; (iii) (a) the denial, loss, suspension, expiration, termination, failure of renewal, or (b) the attainment of any maximum disposal amounts within any applicable time period, of any permit, license or other governmental approval required to accept and/or dispose of Waste; (iv) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county, or local law, rule, permit, regulation or ordinance after the date of acceptance of waste, applicable to the obligations hereunder, including, without limitation, such changes that have a substantial, material and adverse effect on the cost of performing the contractual obligations herein; or (v) the institution of a legal or administrative action, or similar proceeding, by any person or entity which delays or prevents any aspect of the acceptance and/or disposal of Waste; or (vi) the failure of the Transportation and Disposal Company to obtain an expansion of the Disposal Facility for the acceptance and disposal of Waste. In the event of a force majeure listed, USE may elect to re-route the in-route waste to another Transportation and Disposal Company at no additional cost or penalty to USE.

28. Subcontracting and Assignment. Transportation and Disposal Company shall not subcontract or assign any of its obligations or rights hereunder without the prior written consent of USE, except that USE may assign or subcontract to related companies, with Transportation and Disposal Company notice. In the event USE gives its consent and Transportation and Disposal Company does subcontract any services under this Agreement, Transportation and Disposal Company must require its subcontractor to be bound by the same obligations undertaken by Transportation and Disposal Company in this Agreement, including but not limited to the insurance requirements set forth in Section 23 and indemnification requirements set forth in section 13.

29. Utilization and Subcontracting Plan. Transportation and Disposal Company shall comply with 15 USC Section 637 (P.L. 95-507) and Executive Orders 12138 and 11625, as amended from time to time, and the rules and regulations promulgated thereunder and all necessary and applicable provisions of such rules and regulations are incorporated herein by reference to the extent applicable.

USE is a federal contractor and as a contractor or subcontractor you may be required to comply with the requirements of Executive Order 11246, Executive Order 13496, and regulations thereunder, which includes that "[t]his contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

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30. Miscellaneous

Governing Law. This Agreement is governed by, and shall be construed in accordance with, the laws of the State of Michigan without regard to any state or federal conflict of law provisions or jurisprudence.

Successors. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, permitted successors and assigns.

Electronic Documents. This Agreement is to create an obligation between the parties using electronic commerce and it ensures that:

- a) Use of any electronic equivalent of documents (transactions) referenced or exchanged under this Agreement shall be deemed an acceptable practice in the ordinary course of business.
- b) Such transactions shall be admissible as evidence on the same basis as customary paper documents.

31. Modification. This Agreement represents the entire agreement between the parties hereto relating to Transportation and Waste Materials Disposal services and supersedes any and all prior agreements between the parties. No terms, prior course of dealing or understandings purporting to modify this Agreement shall be in effect. In no event, shall any other terms found on any Transportation and Disposal Company document be considered a modification of this Agreement, unless agreed by both parties

32. Separability. If any portion of this Agreement is adjudged illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect any other portion of this Agreement.

33. Cancellation. USE by written notice to Transportation and Disposal Company, without waiving any other legal rights it may have, reserves the right to cancel the whole or any part of this Agreement without charge, or postpone performance of any services, covered by this Agreement for any reason including, but not limited to:

- (a) Transportation and Disposal Company becomes insolvent or the subject of voluntary or involuntary bankruptcy proceedings or the subject of any proceedings under any law relating to bankruptcy or the relief of debtors or the appointment of a receiver or trustee for Transportation and Disposal Company or the execution by Transportation and Disposal Company of an assignment for the benefit of creditors, and any such proceeding, appointment or assignment is not vacated or nullified within sixty (60) days;
- (b) Transportation and Disposal Company fails to perform or breaches any of the terms of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms.

USE shall not be responsible for any costs incurred by Transportation and Disposal Company due to USE's cancellation hereunder in accordance with (a)-(b) above. In the event of any such cancellation, Transportation and Disposal Company by written notice to USE shall have the right to cancel the whole or any part of this Agreement without charge if USE becomes insolvent or the subject of voluntary or involuntary bankruptcy proceedings or the subject of any proceedings under any law relating to bankruptcy or the relief of debtors or the appointment of a receiver or trustee for USE or the execution by USE of an assignment for the benefit of creditors, and any such proceeding, appointment or assignment is not vacated or nullified within sixty (60) days.

34. Setoff. USE shall be entitled at all times to set-off any amount owing at any time from Transportation and Disposal Company to USE against any amount payable at any time by USE under this Agreement. In addition to any right of set off or recoupment provided by law, all amount due Transportation and Disposal Company shall be considered net indebtedness of Transportation and Disposal Company and its affiliates/subsidiaries; and USE shall have the right to setoff against or to recoup from any amounts due Transportation and Disposal Company and its affiliates/subsidiaries from USE and its affiliates/subsidiaries.

35. Waiver. Any waiver by either party of any provision or condition of this Agreement shall not be construed as or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is in writing and signed by the party to be bound thereby.

36. Authorized Signatures. The signature of the individual signing documents related to this Agreement on behalf of the Transportation and Disposal Company is considered to be a certification that the signatory is an owner or officer of the Transportation and Disposal Company or an employee who has been authorized, in writing, to act as agent, on behalf of the Transportation and Disposal Company. Only the purchasing manager or an officer of USE shall be authorized to make any change orders or amendments or modifications on behalf of USE.

37. Acceptance and Acknowledgment. Transportation and Disposal Company acknowledges and accepts USE's Disposal Services Terms and Conditions as stated in this document for all disposal work performed by the Transportation and Disposal Company for US Ecology and its affiliates.

Authorized Signature

Company *Date*

Print Name

Title

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